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Attorneys for Chapter 11 Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION**

In re:  
  
IRONCLAD PERFORMANCE WEAR  
CORPORATION, a California corporation,  
  
Debtor and Debtor in Possession.

In re:  
  
IRONCLAD PERFORMANCE WEAR  
CORPORATION, a Nevada corporation,  
  
Debtor and Debtor in Possession.

- ☒ Affects both Debtors
- ☐ Affects Ironclad Performance Wear Corporation, a California corporation only
- ☐ Affects Ironclad Performance Wear Corporation, a Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB  
Jointly administered with:  
1:17-bk-12409-MB  
Chapter 11 Cases

**NOTICE OF EXPEDITED HEARING ON  
DEBTORS' MOTION FOR AN ORDER: (1)  
APPROVING OF DEBTORS' ASSUMPTION  
AND ASSIGNMENT OF ADDITIONAL  
EXECUTORY CONTRACTS AND  
DETERMINING CURE AMOUNTS AND  
APPROVING OF DEBTORS' REJECTION  
OF THOSE EXECUTORY CONTRACTS  
WHICH ARE NOT ASSUMED AND  
ASSIGNED; (2) WAIVING THE 14-DAY  
STAY PERIOD SET FORTH IN  
BANKRUPTCY RULE 6006(d); AND (3)  
GRANTING RELATED RELIEF**

DATE: October 30, 2017  
TIME: 10:00 a.m.  
PLACE: Courtroom "303"  
21041 Burbank Blvd.  
Woodland Hills, CA

**PLEASE TAKE NOTICE** that a hearing will be held on shortened notice on October 30, 2017, commencing at 10:00 a.m., at the above-referenced Courtroom, for the Court to consider approval that certain *Motion For An Order: (1) Approving Of Debtors' Assumption And Assignment Of Additional Executory Contracts And Determining Cure Amounts And Approving Of Debtors' Rejection Of Those Executory Contracts Which Are Not Assumed And Assigned; (2) Waiving The 14-Day Stay Period Set Forth In Bankruptcy Rule 6006(d); And (3) Granting Related Relief* (the "Additional Contracts Motion"), filed on October 20, 2017, as Docket No. 125.

**PLEASE TAKE FURTHER NOTICE** that the deadline to oppose the Additional Contracts Motion and the relief requested in the Additional Contracts Motion is October 30, 2017, at 10:00 a.m., at the hearing on the Additional Contracts Motion. Objecting parties may orally oppose the Additional Contracts Motion.

**The following contracting parties are affected by the Additional Contracts Motion and should carefully read the Additional Contracts Motion (which was previously served on the contracting parties) and this Notice:**

Contracting Party Name	Description of Contract	Cure Amount	Case
Aaron Zhang	Independent Contractor Agreement	\$0.00	CA
Abel Unlimited Inc. (Ironwear)	License Agreement	\$0.00	CA
Adi Kurniawan	Employee Agreement	\$0.00	CA
Big Time Products, LLC. (includes Apollo Performance Gloves)	License Agreement	\$0.00	CA
Bunzl USA Holdings, LLC (Cordova Safety Products, John Tillman Co.)	License Agreement	\$0.00	CA
Cestusline, Inc.	License Agreement	\$0.00	CA
Custom Information Services	IT Services Agreement	\$3,546.45	CA
Custom Leathercraft Mfg. LLC	License Agreement	\$0.00	CA
DNOW L.P. (Skatiq Gloves)	License Agreement	\$0.00	CA
DTM Sales and Marketing	Sales Representative Agreement	\$3,184.26	CA
DXP Enterprises	Customer Agreement	\$0.00	CA
Impacto Protective Products, Inc.	License Agreement	\$0.00	CA
Kartiko Sri Kuncoro	Employee Agreement	\$0.00	CA
LAB Sales Agency	Sales Representative Agreement	\$54.92	CA
Liberty Glove, Inc.	License Agreement	\$0.00	CA

Contracting Party Name	Description of Contract	Cure Amount	Case
Magpul Industries Copr.	License Agreement	\$0.00	CA
MCR Safety	License Agreement	\$0.00	CA
Muhammad Deni Indrajaya	Employee Agreement	\$0.00	CA
Murski Breeding Sales Co.	Sales Representative Agreement	\$0.00	CA
Nanang Kuriawan	Employee Agreement	\$0.00	CA
Refrigiwear, Inc.	License Agreement	\$0.00	CA
Ringers, Inc.	License Agreement	\$0.00	CA
River Zheng	Independent Contractor Agreement	\$0.00	CA
RPS Solutions	License Agreement	\$0.00	CA
Russ MacDonald	Independent Contractor Agreement	\$85.76	CA
Safety Supply Corporation (Radians)	License Agreement	\$0.00	CA
Saf-T-Glove	License Agreement	\$0.00	CA
Sony Riyadi	Employee Agreement	\$0.00	CA
Southern Glove	License Agreement	\$0.00	CA
Stauffer Glove & Safety	Customer Agreement	\$0.00	CA
TAB Sales Solutions	Sales Representative Agreement	\$82.48	CA
Vincent A. Pestilli & Associates, Inc.	Sales Representative Agreement	\$157.46	CA

**PLEASE TAKE FURTHER NOTICE** that, on October 9, 2017, Ironclad Performance Wear Corporation, a California corporation, and Ironclad Performance Wear Corporation, a Nevada corporation (collectively, the “Debtors”), the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases, filed a motion (the “Sale Motion”) seeking an order of the Court approving the Debtors’ sale of substantially all of their assets to Radians Wareham Holding, Inc. (“Purchaser”) in accordance with the terms of the Asset Purchase Agreement (“APA”) attached as Exhibit “A” to the Declaration of Geoffrey Greulich filed on September 11, 2017 as Docket Number 6 (the “Original Greulich Declaration”) or to the highest or otherwise best overbidder selected at the Auction (defined in the Sale Motion). By the Sale Motion, the Debtors sought the Court’s approval of the Debtors’ assumption and assignment to Purchaser (or the successful overbidder) of those unexpired leases and executory contracts that Purchaser (or the successful overbidder) wishes to assume (defined in the APA as the “Designated Contracts”).

The Additional Contracts Motion’s purpose is to supplement the Sale Motion, and

specifically, to include additional contracts that may potentially be Designated Contracts. The Debtors do not concede that these additional contracts (the “Additional Contracts”) constitute executory contracts.

**The list of the Additional Contracts (the “Additional Contracts Schedule”) along with the Debtors’ belief as to all outstanding cure amounts owing by the Debtors to the other parties to those executory contracts (the “Cure Amounts”) is set forth above (in alphabetical order).**

Purchaser has not yet identified for the Debtors which of the Debtors’ executory contracts and unexpired leases that Purchaser desires to have assigned to it (*i.e.*, the Designated Contracts) if Purchaser is the winning bidder at the Auction (or if there is no Auction), and Purchaser is required to make that designation by one day prior to the sale closing (the “Closing”). If someone other than Purchaser is the successful bidder at the Auction, the Debtors will not know which of their executory contracts and unexpired leases the winning bidder will desire to have assigned to it until the winning bidder at the Auction makes that determination which the winning bidder will also be required to make by one day prior to the Closing.

As a result, by way of the Additional Contracts Motion, the Debtors are seeking the Court’s authority to assume and assign to Purchaser (or to a successful overbidder) all of the Debtors’ Additional Contracts that Purchaser (or a successful overbidder) wants to have assigned to it and to fix the required Cure Amounts that would need to be paid to the other parties to the executory contracts to enable compliance with the provisions of Section 365(b)(1)(A) of the Bankruptcy Code at the Cure Amounts set forth in the Additional Contracts Schedule unless the other parties to the executory contracts and unexpired leases file a timely objection to the Additional Contracts Motion and the Court determines that the required Cure Amount is different than the amount set forth in the Additional Contracts Schedule.

By way of the Additional Contracts Motion, the Debtors are also seeking a determination by the Court that none of the other parties to the executory contracts have suffered any actual pecuniary loss resulting from any default by the Debtors so that no further payments beyond the proposed Cure Amounts are required to enable compliance with the provisions of Section

365(b)(1)(B) of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE that if you are a party to an Additional Contract with the Debtors and you contend that (i) the required Cure Amount is different than the amount set forth in the Additional Contracts Schedule and/or (ii) you have suffered any actual pecuniary loss resulting from any default by the Debtors and you contend that additional payments beyond the proposed Cure Amounts are required to enable compliance with the provisions of Section 365(b)(1)(B) of the Bankruptcy Code, you must oppose the Additional Contracts Motion no later than the time of the hearing on the Additional Contracts Motion and set forth (i) your contention as to the required Cure Amount and/or (ii) your contention of the extent to which you have suffered actual pecuniary loss resulting from any default by the Debtors that you contend that you contend must be satisfied beyond the proposed Cure Amounts to enable compliance with the provisions of Section 365(b)(1)(B) of the Bankruptcy Code. The Debtors will be requesting the Court to find that any party that fails to timely object to the Additional Contracts Motion is deemed to have consented to the Debtors' proposed Cure Amounts and pecuniary loss amounts and be forever barred from challenging the Debtors' proposed Cure Amounts and pecuniary loss amounts.**

**WHEREFORE**, the Debtors respectfully request that the Court enter an order:

1. finding that notice of the Additional Contracts Motion was proper, timely, adequate, appropriate and sufficient and that no other or further notice of the Additional Contracts Motion, the hearing on the Additional Contracts Motion, or the assumption and assignment of the Designated Contracts is or shall be required;

2. finding good, sufficient, and sound business purposes and justification and compelling circumstances for the Debtors' assumption and assignment of the Designated Contracts to Purchaser (or to a successful overbidder);

3. finding that the Debtors' assumption and assignment of the Designated Contracts to Purchaser (or to a successful overbidder) are in the best interests of the Debtors' estates;

4. determining that (i) with the payment of the Cure Amounts, the Debtors and

Purchaser (or a successful overbidder), as applicable, have cured, or have provided adequate assurance of cure, of any default existing or occurring prior to the Closing under any of the Designated Contracts, and Purchaser (or a successful overbidder) has provided adequate assurance of its future performance of and under the Designated Contracts, (ii) the provisions of Section 365(b)(1)(A) of the Bankruptcy Code at the Cure Amounts set forth in the Additional Contracts Schedule have been satisfied unless the other parties to the executory contracts timely objects to the Additional Contracts Motion and the Court determines that the required Cure Amount is different than the amount set forth in the Additional Contracts Schedule, and (iii) none of the other parties to the executory contracts and unexpired leases have suffered any actual pecuniary loss resulting from any default by the Debtors so that no further payments beyond the proposed Cure Amounts are required to enable compliance with the provisions of Section 365(b)(1)(B) of the Bankruptcy Code.

5. determining that the Debtors' assumption and assignment to Purchaser, and Purchaser's assumption on the terms set forth in the APA, of the Designated Contracts is approved, and the requirements for assumption and assignment are deemed satisfied and that the Debtors are authorized in accordance with 11 U.S.C. §§ 105(a) and 365;

6. approving (effective as of the Closing Date) the Debtors' rejection of all of the Debtors' remaining executory contracts which are not assumed and assigned to Purchaser (or a successful overbidder);

7. waiving the 14-day stay period set forth in Bankruptcy Rule 6006(d); and

8. granting such other and further relief as the Court deems just and proper under the circumstances of these cases.

Dated: October 23, 2017

IRONCLAD PERFORMANCE WEAR  
CORPORATION, *et al.*

By: /s/ Krikor J. Meshefejian  
RON BENDER  
LEVENE, NEALE, BENDER,  
YOO & BRILL L.L.P.  
Attorneys for Debtors and  
Debtors in Possession

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF EXPEDITED HEARING ON DEBTORS' MOTION FOR AN ORDER: (1) APPROVING OF DEBTORS' ASSUMPTION AND ASSIGNMENT OF ADDITIONAL EXECUTORY CONTRACTS AND DETERMINING CURE AMOUNTS AND APPROVING OF DEBTORS' REJECTION OF THOSE EXECUTORY CONTRACTS WHICH ARE NOT ASSUMED AND ASSIGNED; (2) WAIVING THE 14-DAY STAY PERIOD SET FORTH IN BANKRUPTCY RULE 6006(d); AND (3) GRANTING RELATED RELIEF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **October 23, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Russell Clementson russell.clementson@usdoj.gov
- Aaron S Craig acraig@kslaw.com, lperry@kslaw.com
- Matthew A Gold courts@argopartners.net
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforruptcy.com
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- S Margaux Ross margaux.ross@usdoj.gov
- United States Trustee (SV) ustregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

2. **SERVED BY UNITED STATES MAIL:** On **October 23, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **October 23, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**Served via Attorney Service**

Hon. Martin R. Barash  
United States Bankruptcy Court  
21041 Burbank Boulevard, Suite 342  
Woodland Hills, CA 91367

☒ Service List served by Overnight Mail attached

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing is  
2 true and correct.

3 October 23, 2017

Stephanie Reichert

/s/ Stephanie Reichert

4 *Date*

*Type Name*

*Signature*



Ironclad Performance Wear (8300)  
OUST, Secured, Committees

United States Trustee  
915 Wilshire Blvd., Suite 1850  
Los Angeles, California 90017

**Creditors Committee:**

Committee Counsel  
Brown Rudnick LLP  
Attn: Cathrine M Castaldi  
2211 Michelson Dr 7th Fl  
Irvine, CA 92612

Resources Global Professionals  
c/o Brent Waters  
17101 Armstrong Ave  
Irvine, CA 92614

Winspeed Sports (Shanghai) Co., LTD  
c/o Brian Mitteldorf  
Creditors Adjustment Bureau  
14226 Ventura Blvd.  
Sherman Oaks, CA 91423

PT Sport Glove Indonesia  
c/o Mark C. Robba  
Kranoon Desa Pandowoharjo  
Sleman Yogyakarta 55512  
Indonesia

**Equity Committee:**

Equity Committee Counsel  
Dentons US LLP  
Attn: Samuel Maizel & Tania Moyron  
601 South Figueroa St., Suite 2500  
Los Angeles, CA 90017-5704

Patrick W O'Brien  
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Lake Forrest, IL 60045-4707

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1524 N. Astor Street  
Chicago, IL 60610

Scott Jarus  
938 Duncan Avenue  
Manhattan Beach, CA 90266

DTM Sales and Marketing  
391 Gingercake Road  
Fayetteville, GA 30214

Vincent A. Pestilli & Associates, Inc.  
193 Sam Brown Hill Road  
Brownfield, ME 4010

Murski Breeding Sales Co.  
9212 Chancellor Row  
Dallas, TX 75247

Custom Information Services  
1201 N Watson Rd #110  
Arlington, TX 76006

Abel Unlited Inc. (Ironwear)  
2020 Seabird Way  
Riviera Beach, FL 33404

Big Time Products, LLC (includes Apollo  
Performance Gloves)  
2 Wilbanks Road SE  
Rome, GA 30161

Bunzl USA Holdings, LLC (Cordova Safety  
Products, John Tillman Co.)  
Once City Place Drive  
Suite 200  
St. Louis, MO 63141

Cestusline, Inc.  
13818 NE Airport Way  
Portland, OR 97230

Custom Leathercraft Mfg. LLC  
10240 S. Alameda Street  
South Gate, CA 90280

DNOW L.P. (Skatiq Gloves)  
7402 N. Eldridge Parkway  
Houston, TX 77041

Impacto Protective Products, Inc.  
40 Dussek Street  
Belleville, ON K8N 5R8  
CANADA

Liberty Glove, Inc.  
433 Cheryl Lane  
City of Industry, CA 91789

Magpul Industries Copr.  
8226 Bee Cave Road  
Austin, TX 78746

MCR Safety  
1255 Schilling Blvd. W  
Collierville, TN 38017

Refrigiwear, Inc.  
54 Breakstone Drive  
Dahlongega, GA 30533

Ringers, Inc.  
8846 North Sam Houston Parkway West  
Houston, TX 77064

RPS Solutions  
726 Donald Preston Drive  
Wolfforth, TX 79382

Safety Supply Corporation (Radians)  
880 North Hills Blvd.  
Suite 505  
Reno, NV 89506

Saf-T-Glove  
1121 Fountain Parkway  
Grand Prairie, TX 75050

Southern Glove  
749 AC Little Drive  
Newton, NC 28658

Sony Riyadi  
Taman Intan Cimanggis Town House Block  
D No.3 Jl. Raya Radar AURI Cisalak Pasar  
Cimanggis, Depok Jawa Barat 16452

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Adi Kurniawan  
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RT09 RW05 Ragunan Pasar Minggu  
Jakarta Selatan , 12550

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Komplek Timah H.19 RT001 RW006  
Pangkalan Jati Baru Cinere  
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Jimbaran Bandungan  
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